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5 **ATTORNEYS FOR** Defendant
6 SANDOVAL FOOD CORPORATION, a California
corporation d/b/a BROILER EXPRESS

7 UNITED STATES DISTRICT COURT

8
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 RICHARD JOHNSON,

12 Plaintiff,

13 vs.

14 SANDOVAL FOOD CORPORATION, a
California corporation d/b/a BROILER
15 EXPRESS, MAN SUNG MOON, an
individual, AU JU MOON, an individual; and
16 DOES 1-20,

17 Defendants.

18 Case No. C 15-4914 EJD

19 STIPULATION AND [PROPOSED]
20 ORDER OF DISMISSAL

21 The parties, by and through their respective counsel, stipulate to dismissal of this action
22 in its entirety with prejudice pursuant to Fed. R. Civ. P. 41(a)(1). Outside of the terms of the
23 Mutual Settlement Agreement and Release (“Agreement”) to which the parties are signatories,
24 each party is to bear his, her or its own costs and attorneys’ fees. The parties further consent to
and request that the Court retain jurisdiction over enforcement of the Agreement. See *Kokkonen*
v. Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994) (empowering district courts to enforce
settlement agreements under their inherent supervisory powers).

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1 SO STIPULATED.

2 Dated: June 10, 2016

LAW OFFICE OF KENNETH J. PINTO

3
4 */s/ Kenneth J. Pinto*

5 By: _____
6 Kenneth J. Pinto
7 Attorneys for Plaintiff
8 Richard Johnson

9 Dated: June 7, 2016

JK LAW FIRM, APC

10 */s/ Charles Ludd*

11 By: _____
12 Charles Ludd
13 Attorneys for Defendant
14 Ju Ah Moon

15 Dated: June 16, 2016

CODDINGTON, HICKS & DANFORTH

16 */s/ Richard G. Grotch*

17 By: _____
18 Richard G. Grotch(*)
19 Attorneys for Defendant
20 Sandoval Food Corporation, a California
21 corporation d/b/a Broiler Express

22 (*) I hereby attest that I have on file all
23 holographic signatures indicated by a
24 “conformed” signature (/s/)
25 within this e-filed document.

26 [PROPOSED] ORDER

27 Pursuant to the stipulation of the parties,

28 IT IS HEREBY ORDERED that this action is dismissed with prejudice pursuant to
Fed. R. Civ. P. 41(a)(1).

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1 IT IS FURTHER ORDERED that the Court shall retain jurisdiction for purposes of
2 enforcing the Mutual Settlement Agreement and Release should such enforcement be
3 necessary.

4 SO ORDERED.
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6 Dated: June __, 2016

7 Honorable Edward J. Davila
8 United States District Judge

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